

00-1318-CD  
ANGELINA M. SMELTZER -vs- SCOTT CONKLIN BUILDERS INC.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

(2) ANGELINA M. SMELTZER,  
Plaintiff,

vs.

(15) SCOTT CONKLIN BUILDERS, INC.,  
Defendant.

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No. 00 -1318 - CD

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JURY TRIAL DEMANDED

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Type of Pleading: COMPLAINT

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Filed on behalf of: PLAINTIFF

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Counsel of Record for this party:

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James A. Naddeo, Esquire  
Pa. ID #: 06820

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211 ½ E. Locust Street  
P.O. Box 552  
Clearfield, PA16830  
(814) 765-1601

\*

\*

FILED

OCT 24 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ANGELINA M. SMELTZER,

Plaintiff,

vs.

SCOTT CONKLIN BUILDERS, INC.,

Defendant.

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No. 00 - - CD

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JURY TRIAL DEMANDED

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NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINSTRATOR  
CLEARFIELD COUNTY COURT HOUSE  
Market and Second Streets  
Clearfield, PA 16830

(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ANGELINA M. SMELTZER,

Plaintiff,

vs.

SCOTT CONKLIN BUILDERS, INC.,

Defendant.

\*

\*

No. 00 - - CD

\*

JURY TRIAL DEMANDED

\*

\*

COMPLAINT

NOW COMES, the Plaintiff, Angelina M. Smeltzer, and by her attorney, James A. Naddeo, Esquire, sets forth the following factual averments:

1. That the Plaintiff is Angelina M. Smeltzer, an adult individual residing at RR2 Box 189, Morrisdale, Pennsylvania.
2. That the Defendant is Scott Conklin Builders, Inc., a Pennsylvania corporation having its principle place of business located at Route 350 South, Tyrone Pike, Philipsburg, Pennsylvania.
3. That on or about May 28<sup>th</sup>, 1998, Plaintiff and Defendant executed a written contract for the construction of an addition to the Plaintiff's residence located at RR2 Box 189, Morrisdale, Clearfield County, Pennsylvania. A true and correct copy of the agreement is attached hereto and marked as Exhibit "A".
4. That the contract provided that the Defendant would be responsible for the materials and labor necessary to construct a sun porch, wood deck, and roof panel from the Plaintiff's home to her garage in exchange for a purchase price of \$14,800.00.
5. That the Plaintiff fulfilled all of the terms of the contract required to be performed on her part.
6. That the Defendant failed to fulfill all of the terms of the contract required to be performed on their part.
7. That as a result of the Defendant's failure to adequately perform their duties required under the construction contract, Defendant has materially breached the contract and Plaintiff is entitled to an amount of monetary damages necessary to replace the defective sun porch, wood deck, and roof panel.

### **Count I – Breach of Contract – Unworkmanlike Performance**

8. That the allegations set forth in Paragraphs 1 through 7 are incorporated as though the same were set forth herein at length.

9. That the Defendant has failed to perform in a proper and workmanlike manner certain things, which were expressly or by necessary implication required by the contract to be done and performed.

10. That the Defendant has performed in a poor, improper, and unworkmanlike manner as follows:

(a) At the juncture of the new roof line and the existing roof line, the structure leaks causing water to enter the enclosed porch and the basement.

(b) The concrete used on the project was poured too tight to the buildings with no expansion materials causing the concrete to crack.

(c) The doors and windows installed on the project are not level allowing cold air into the porch area and frosting up the inside of the windows.

(d) The materials used on the entire project were cheap, inadequate, and unsuitable for the project's purpose as discussed by the parties.

11. That despite Plaintiff's demand to fix the aforementioned defective conditions, Defendant has failed to and refuses to cure these problems, entitling Plaintiff to the reasonable cost of remedying Defendant's breach.

### **Count II – Breach of Contract – Express Guarantee**

12. That the allegations set forth in Paragraph 1 through 11 are incorporated as though the same were set forth herein at length.

13. That prior to entering into the construction contract, Defendant represented that the construction of the sun porch would prevent water from leaking into the Plaintiff's basement and that heating the sun porch would be economically feasible.

14. That Defendant also represented that a six foot by seventeen foot deck would be installed as part of the project.

15. That Plaintiff relied solely upon the expertise of the Defendant to plan, design, recommend, purchase materials, and install the sun porch, deck, and roof.

16. That based on the representations and assurances of the Defendant, who warranted that the project would fulfill the specific purposes requested, Plaintiff entered into the contract and permitted Defendant to install the sun porch, deck, and roof.

17. That the terms of the contract set forth that "all work is to be completed in a workmanlike manner according to standard practices" and that Defendant "will guarantee workmanship for two years from the date of contract."

18. That at some time within two years from the date of the contract Plaintiff began having problems with her new sun porch, deck, and roof as follows:

(a) The new deck only measured six feet by eleven feet, not six feet by seventeen feet as the contract stipulated.

(b) The structure leaks at the juncture of the new roof line and the existing roof line allowing water into the sun porch and the basement of the home.

(c) The sun porch can not be adequately heated.

(d) The doors and windows are not level allowing cold air into the sun porch.

(e) The concrete walkways are cracking allowing freezing water into portions of the sidewalk.

(f) The insides of the windows installed on the sun porch freeze up in cold weather.

19. That the aforementioned problems with the new addition constitute a breach of the express warranties made by the Defendant during pre-contract negotiations and within the actual terms of the construction contract.

20. That the Plaintiff is entitled to the reasonable cost of remedying these breaches.

### **Count III – Breach of Contract – Implied Warranty of Merchantability and Fitness for a Particular Purpose**

21. That the allegations set forth in Paragraph 1 through 20 are incorporated as though the same were set forth herein at length.

22. That the construction contract entered into between the parties constituted a "sale of goods" under the Pennsylvania Uniform Commercial Code Article 2, entitling the

Plaintiff to the protections of the implied warranty of merchantability and the implied warranty of fitness for a particular purpose.

23. That the addition made to the Plaintiff's residence would not "pass without objection in the trade under the contract description" nor be "fit for the ordinary purposes for which such goods are used" as required under 13 Pa.C.S.A § 2314 (b)(1) and (3), in that the addition:


- (a) Was built with substandard materials.
- (b) Failed to prevent water from leaking into the sun porch and basement.
- (c) Was unable to be adequately heated.
- (d) Failed generally to provide Plaintiff with an adequate and aesthetically pleasing final product.

24. That at the time of contracting Defendant had reason to know the particular purpose for which the addition was being built and knew that the buyer was relying on it's skill and judgment to select and furnish suitable goods.

25. That Defendant's knowledge of the particular purpose for the addition and it's failure to select and provide suitable goods constitutes a breach of contract under 13 Pa.C.S.A. § 2315.

WHEREFORE, the Plaintiff demands judgment against the Defendant in an amount in excess of \$20,000, with costs and interest.

Respectfully submitted,

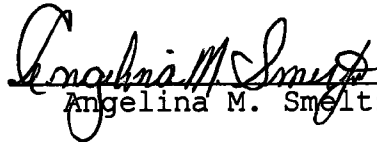
  
James A. Naddeo, Esquire  
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA)

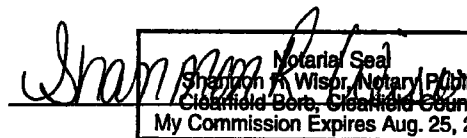
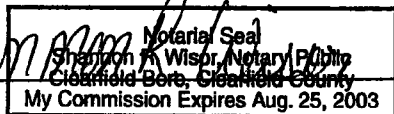
ss.

COUNTY OF CLEARFIELD )

Before me, the undersigned officer, personally appeared ANGELINA M. SMELTZER, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Complaint are true and correct to the best of her knowledge, information and belief.

  
Angelina M. Smeltzer

SWORN and SUBSCRIBED before me this 23rd day of October, 2000.

FILE

OCT 24 2010  
3401 Atty Naddeo  
William A. Sh. W  
Prothonotary  
Pd \$80.00  
1 cc Atty Naddeo

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket #

10334

SMELTZER, ANGELINA M.

00-1318-CD

VS.

SCOTT CONKLIN BUILDERS, INC.

COMPLAINT

**SHERIFF RETURNS**

NOW OCTOBER 27, 2000, DENNY NAU, SHERIFF OF CENTRE COUNTY WAS  
DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO S  
SERVE THE WITHIN COMPLAINT ON SCOTT CONKLIN BUILDERS, INC.,  
DEFENDANT.

NOW OCTOBER 31, 2000 SERVED THE WITHIN COMPLAINT ON SCOTT CONKLIN  
BUILDERS INC., DEFENDANT BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY.  
THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE A PART OF THIS  
RETURN STATING THAT HE SERVED JAMES BRYANT, ATTORNEY FOR DEFENDANT.

**Return Costs**

Cost Description

27.88 SHFF. HAWKINS PAID BY: ATTY.

22.00 SHFF. NAU PAID BY: ATTY.

10.00 SURCHARGE PAID BY: ATTY.

**FILED**

NOV 09 2000

William A. Shaw  
Prothonotary

Sworn to Before Me This

9<sup>th</sup> Day Of Nov 2000  
W.A. Shaw

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA.

So Answers,

Chester A. Hawkins  
by Maule & Harp  
Chester A. Hawkins  
Sheriff

# SHERIFF'S OFFICE

## CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

<b>SHERIFF SERVICE</b> <b>PROCESS RECEIPT, AND AFFIDAVIT OF RETURN</b>	<b>INSTRUCTIONS FOR SERVICE OF PROCESS:</b> You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.
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1. Plaintiff(s) <u>Angelina M. Smeltzer</u>	2. Case Number <u>00-1318-CD</u>
3. Defendant(s) <u>SCOTT CONKLIN Builders INC.</u>	4. Type of Writ or Complaint: <u>Complaint</u>
SERVE → AT { 5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. <u>SCOTT CONKLIN Builders INC.</u> 6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) <u>RT 350 South Tyrone Pike, Philipsburg</u>	
7. Indicate unusual service: Reg Mail Certified Mail Deputize Post Other	
Now, <u>20</u> I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____ Sheriff of Centre County	
8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE	

**NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN** - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator	10. Telephone Number	11. Date
12. Signature		

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE									
13. I acknowledge receipt of the writ or complaint as indicated above.		SIGNATURE of Authorized CCSD Deputy of Clerk and Title			14. Date Filed		15. Expiration/Hearing Date		
TO BE COMPLETED BY SHERIFF									
16. Served and made known to <u>James Bryant</u> , on the <u>31<sup>st</sup></u> day of <u>October</u> , 20 <u>00</u> , at <u>12:45</u> o'clock, <u>P</u> m., at <u>Room 101, Court House, Bellefonte</u> , County of Centre Commonwealth of Pennsylvania, in the manner described below: Defendant(s) personally served. Adult family member with whom said Defendant(s) resides(s). Relationship is _____ Adult in charge of Defendant's residence. Manager/Clerk of place of lodging in which Defendant(s) resides(s). Agent or person in charge of Defendant's office or usual place of business. _____ and officer of said Defendant company. X Other <u>Attorney for Scott Conklin</u>									
On the _____ day of _____, 20 _____, at _____ o'clock, _____ M. Defendant not found because: Moved Unknown No Answer Vacant Other _____									
Remarks:									
Advance Costs <u>75.00</u>	Docket <u>9.00</u>	Service <u>9.00</u>	Sur Charge <u>—</u>	Affidavit <u>2.50</u>	Mileage <u>—</u>	Postage <u>.50</u>	Misc. <u>1.00</u>	Total Costs <u>22.00</u>	Costs Due or Refund <u>53.00</u>
17. AFFIRMED and subscribed to before me this <u>2</u>				So Answer. <u>Hal Shady</u>					
20. day of <u>November</u> 20 <u>00</u>				18. Signature of Dep. Sheriff <u>Hal Shady</u>			19. Date <u>10-31-00</u>		
23. <u>Corinne Peters</u> Notary Public Corinne Peters, Notary Public Bellefonte Boro, Centre County My Commission Expires Aug. 28, 2001				21. Signature of Sheriff <u>Hal Shady</u>			22. Date		
				SHERIFF OF CENTRE COUNTY					
				Amount Pd. Page					
24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE.							25. Date Received		



CENTRE COUNTY SHERIFF  
DENNY NAU

COURTHOUSE  
BELLEFONTE, PENNSYLVANIA 16823  
(814) 355-6303

Angelina M Smeltzer  
PLAINTIFF

00-1318-CD  
CASE #

Scott Conklin Builders Inc.  
DEFENDANT

Compaint  
TYPE

ACCEPTANCE OF SERVICE

I accept service of the Complaint  
on behalf of Scott Conklin  
and certify that I am authorized to do so.

10/3/00 1245  
Date and Time

[Signature]  
AUTHORIZED SIGNATURE

Beautiful Sorrento  
MAILING ADDRESS  
Milliken



OFFICE (814) 765-2641  
AFTER 4:00 P.M. (814) 765-1533

CLEARFIELD COUNTY FAX  
(814) 765-6089

# Sheriff's Office Clearfield County

SUITE 116  
1 NORTH SECOND STREET - COURTHOUSE  
CLEARFIELD, PENNSYLVANIA 16830

CHESTER A. HAWKINS  
SHERIFF

DARLENE SHULTZ  
CHIEF DEPUTY

MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

ANGELINA M. SMELTZER

NO. 00-1318-CD

VS

ACTION: COMPLAINT

SCOTT CONKLIN BUILDERS INC

SERVE BY: 11/23/00

or

HEARING DATE:

\*\*\*\*\*

SERVE: SCOTT CONKLIN BUILDERS INC

ADDRESS: Rt. 350 South Tyrone Pike, Philipsburg

\*\*\*\*\*

Know all men by these presents, that I, CHESTER A. HAWKINS,  
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby  
deputize the SHERIFF of CENTRE County to execute this writ.

This deputation being made at the request and risk of the plaintiff  
this 27th day of OCTOBER 2000.

Respectfully,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: JAMES A. NADDEO, Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ANGELINA M. SMELTZER,

Plaintiff,

vs.

SCOTT CONKLIN BUILDERS, INC.,

Defendant.

\*

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No. 00 – 1318 - CD

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JURY TRIAL DEMANDED

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Type of Pleading:  
AMENDED COMPLAINT

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Filed on behalf of: PLAINTIFF

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Counsel of Record for this party:

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James A. Naddeo, Esquire  
Pa. ID #: 06820

\*

211 ½ E. Locust Street  
P.O. Box 552  
Clearfield, PA16830  
(814) 765-1601

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**FILED**

NOV 14 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
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ANGELINA M. SMELTZER,

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No. 00 - 1318 - CD

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JURY TRIAL DEMANDED

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No. 00 - 1318 - CD

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JURY TRIAL DEMANDED

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\*

AMENDED COMPLAINT

NOW COMES, the Plaintiff, Angelina M. Smeltzer, and by her attorney, James A. Naddeo, Esquire, sets forth the following factual averments:

1. That the Plaintiff is Angelina M. Smeltzer, an adult individual residing at RR2 Box 189, Morrisdale, Pennsylvania.

2. That the Defendant is Scott Conklin Builders, Inc., a Pennsylvania corporation having its principle place of business located at Route 350 South, Tyrone Pike, Philipsburg, Pennsylvania.

3. That on or about May 28<sup>th</sup>, 1998, Plaintiff and Defendant executed a written contract for the construction of an addition to the Plaintiff's residence located at RR2 Box 189, Morrisdale, Clearfield County, Pennsylvania. A true and correct copy of the agreement is attached hereto and marked as Exhibit "A".

4. That the contract provided that the Defendant would be responsible for the materials and labor necessary to construct a sun porch, wood deck, and roof panel from the Plaintiff's home to her garage in exchange for a purchase price of \$14,800.00.

5. That the Plaintiff fulfilled all of the terms of the contract required to be performed on her part.

6. That the Defendant failed to fulfill all of the terms of the contract required to be performed on their part.

7. That as a result of the Defendant's failure to adequately perform their duties required under the construction contract, Defendant has materially breached the contract and Plaintiff is entitled to an amount of monetary damages necessary to replace the defective sun porch, wood deck, and roof panel.

### **Count I – Breach of Contract – Unworkmanlike Performance**

8. That the allegations set forth in Paragraphs 1 through 7 are incorporated as though the same were set forth herein at length.

9. That the Defendant has failed to perform in a proper and workmanlike manner certain things, which were expressly or by necessary implication required by the contract to be done and performed.

10. That the Defendant has performed in a poor, improper, and unworkmanlike manner as follows:

(a) At the juncture of the new roof line and the existing roof line, the structure leaks causing water to enter the enclosed porch and the basement.

(b) The concrete used on the project was poured too tight to the buildings with no expansion materials causing the concrete to crack.

(c) The doors and windows installed on the project are not level allowing cold air into the porch area and frosting up the inside of the windows.

(d) The materials used on the entire project were cheap, inadequate, and unsuitable for the project's purpose as discussed by the parties.

11. That despite Plaintiff's demand to fix the aforementioned defective conditions, Defendant has failed to and refuses to cure these problems, entitling Plaintiff to the reasonable cost of remedying Defendant's breach.

### **Count II – Breach of Contract – Express Guarantee**

12. That the allegations set forth in Paragraph 1 through 11 are incorporated as though the same were set forth herein at length.

13. That prior to entering into the construction contract, Defendant represented that the construction of the sun porch would prevent water from leaking into the Plaintiff's basement and that heating the sun porch would be economically feasible.

14. That Defendant also represented that a six foot by seventeen foot deck would be installed as part of the project.

15. That Plaintiff relied solely upon the expertise of the Defendant to plan, design, recommend, purchase materials, and install the sun porch, deck, and roof.

16. That based on the representations and assurances of the Defendant, who warranted that the project would fulfill the specific purposes requested, Plaintiff entered into the contract and permitted Defendant to install the sun porch, deck, and roof.

17. That the terms of the contract set forth that "all work is to be completed in a workmanlike manner according to standard practices" and that Defendant "will guarantee workmanship for two years from the date of contract."

18. That at some time within two years from the date of the contract Plaintiff began having problems with her new sun porch, deck, and roof as follows:

(a) The new deck only measured six feet by eleven feet, not six feet by seventeen feet as the contract stipulated.

(b) The structure leaks at the juncture of the new roof line and the existing roof line allowing water into the sun porch and the basement of the home.

(c) The sun porch can not be adequately heated.

(d) The doors and windows are not level allowing cold air into the sun porch.

(e) The concrete walkways are cracking allowing freezing water into portions of the sidewalk.

(f) The insides of the windows installed on the sun porch freeze up in cold weather.

19. That the aforementioned problems with the new addition constitute a breach of the express warranties made by the Defendant during pre-contract negotiations and within the actual terms of the construction contract.

20. That the Plaintiff is entitled to the reasonable cost of remedying these breaches.

### **Count III – Breach of Contract – Implied Warranty of Merchantability and Fitness for a Particular Purpose**

21. That the allegations set forth in Paragraph 1 through 20 are incorporated as though the same were set forth herein at length.

22. That the construction contract entered into between the parties constituted a "sale of goods" under the Pennsylvania Uniform Commercial Code Article 2, entitling the

Plaintiff to the protections of the implied warranty of merchantability and the implied warranty of fitness for a particular purpose.

23. That the addition made to the Plaintiff's residence would not "pass without objection in the trade under the contract description" nor be "fit for the ordinary purposes for which such goods are used" as required under 13 Pa.C.S.A § 2314 (b)(1) and (3), in that the addition:

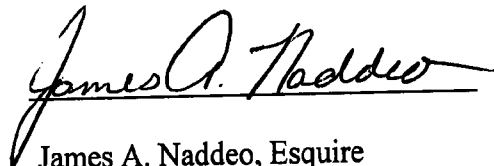
- (a) Was built with substandard materials.
- (b) Failed to prevent water from leaking into the sun porch and basement.
- (c) Was unable to be adequately heated.
- (d) Failed generally to provide Plaintiff with an adequate and aesthetically pleasing final product.

24. That at the time of contracting Defendant had reason to know the particular purpose for which the addition was being built and knew that the buyer was relying on it's skill and judgment to select and furnish suitable goods.

25. That Defendant's knowledge of the particular purpose for the addition and it's failure to select and provide suitable goods constitutes a breach of contract under 13 Pa.C.S.A. § 2315.

WHEREFORE, the Plaintiff demands judgment against the Defendant in an amount in excess of \$20,000, with costs and interest.

Respectfully submitted,

A handwritten signature in cursive script, reading "James A. Naddeo", written in black ink over a horizontal line.

James A. Naddeo, Esquire  
Attorney for Plaintiff



VINYL SIDING

# SCOTT CONKLIN BUILDERS, INC.

Visit our office showroom  
RT. 350 S - TYRONE PIKE  
PHILIPSBURG, PA 16866  
PHONE: (814) 342-4685  
TOLL FREE: 1-800-723-8753



ENTRY DOORS



VINYL DECKING &amp; RAILINGS

SIDING WINDOWS DOORS

3 &amp; 4 SEASON

DECKS ENCLOSURES FENCING



GLASS ROOM ENCLOSURES

TO Mr. Angelina Smeltzer DATE 5-21-98  
(PURCHASER)  
R.R. 2 Box 189  
(NO. & STREET)  
Morrisdale PA 16855 (HOME PHONE) 345-5327  
(CITY & STATE) (ZIP) (WORK PHONE)

We hereby submit specifications and estimates for:

Home Renovation

Work to include:  
Install white Clearview Room 14x16 with 4x6 entry.  
Adding windows with screens. 4" insulated roof. Treated lumber  
Floor with 3/4" treated plywood floor. Roof and from porch to  
Garage. Pour concrete from Garage to house after 20x9.  
Install 16x20 Clearview Room with 4x6 entry. Treated lumber floor.  
Install 12x16 Clearview Room from porch to end of house. Clearview  
To have 1/2" Insulated Glass.  
Price includes Material, Tax, Labor

PROPOSED BY:

Scott Conklin

## IT IS FURTHER UNDERSTOOD THAT:

- (A) The Contractor is hereby authorized to make all such openings as are necessary for the fulfillment of this agreement and will close all such openings in a neat and workmanlike manner. Closing and patching afterwards may leave visible traces. The Contractor cannot guarantee to match perfectly the color of the old material.
- (B) The Contractor is not responsible for cracks in plaster caused by normal settling or loosening of crack lines.
- (C) The Contractor is not responsible for discontinued brands, styles or colors. All materials used to be from contractors samples.
- (D) If wood window or door frames or roof sheathing is rotten, additional expense will be billed upon completion.
- (E) The Contractor is not responsible for painting or staining unless otherwise specified.
- (F) The Contractor is not responsible for any defects on the products, windows or screens other than what the manufacturer stipulates.
- (G) It is the customer's responsibility to obtain all necessary building permits.
- (H) The Contractor is not responsible for any landscaping or fuel replacement due to normal construction procedures.
- (I) Permission to use name and/or photos for marketing purposes ☒ yes ☐ no
- (J) Permission to put job sign in yard ☒ yes ☐ no

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Scott Conklin Builders, Inc. reserves the right to substitute similar or greater quality materials. Scott Conklin Builders, Inc. will guarantee workmanship for 2 years from the date of contract. Service calls are billed at \$35.00 for the first hour and \$20.00 per hour after that plus parts not covered by the manufacturer. Jobs are usually scheduled 5-6 weeks from the date of deposit (may vary). All agreements are contingent upon permits, schedules or delays beyond our control. Owner to carry fire, theft, and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

CONTRACT TOTAL \$14,800.00

Payment to be made as follows:

DEPOSIT \$5,000.00 1st depositBALANCE DUE \$9,800.00 upon start

(Full balance is due on the day of completion. A service charge will be added to any balance not received within one week from completion.)

NOTE: This proposal may be withdrawn by us if not accepted within 15 days.

ACCEPTANCE OF PROPOSAL: I have read the above proposal. The prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature Angelina M. Smeltzer Date 5-22-98 Sk

"You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right."


Exhibit "A"

COMMONWEALTH OF PENNSYLVANIA)

ss.

COUNTY OF CLEARFIELD )

Before me, the undersigned officer, personally appeared ANGELINA M. SMELTZER, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing <sup>Amended</sup> Complaint are true and correct to the best of her knowledge, information and belief.

  
Angelina M. Smeltzer

SWORN and SUBSCRIBED before me this 13<sup>th</sup> day of November 2000.



Notarial Seal  
Shannon R. Wisor, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Aug. 25, 2003

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ANGELINA M. SMELTZER,  
Plaintiff,

v.

SCOTT CONKLIN BUILDERS, INC.,

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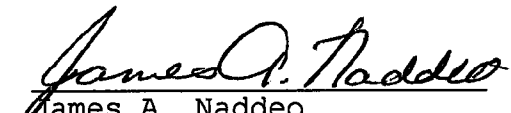
No. 00-1318-CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Amended Complaint in the above-captioned action was served on the following persons and in the following manner on the 13th day of November, 2000:

First-Class Mail, Postage Prepaid

James N. Bryant, Esquire  
Bryant & Associates, PC  
107 East Main Street  
Millheim, PA 16854

  
James A. Naddeo  
Attorney for Plaintiff

FILED

Nov 2000  
Mississippi  
William A. Shaw  
Promontary Notary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

ANGELINA M. SMELTZER,  
Plaintiff

v.

SCOTT CONKLIN BUILDERS, INC.  
Defendant

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No. 00 - 1318 - CD

**Praeipe For Entry of Appearance**

Filed on behalf of

**Defendant**

Counsel of Record for this Party:

James N. Bryant, Esq.  
Attorney-At-Law  
PA I.D. 14084

BRYANT & ASSOCIATES, P.C.  
107 East Main Street  
Millheim, PA 16854

(814) 349-5666

**FILED**

DEC 07 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

ANGELINA M. SMELTZER,  
Plaintiff

v.

SCOTT CONKLIN BUILDERS, INC.  
Defendant

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No. 00 - 1318 - CD

**PRAECIPE FOR ENTRY OF APPEARANCE**

TO THE PROTHONOTARY OF SAID COURT:

Kindly enter my appearance on behalf of the Defendant, SCOTT CONKLIN BUILDERS, INC.,  
to the above captioned matter. All papers may be served upon the Defendant at my law offices located at  
107 East Main Street, Millheim, PA 16854.

BRYANT & ASSOCIATES, P.C.

By: 

James N. Bryant, Esq.  
Attorney for Defendant  
Attorney ID No. 14084  
107 East Main Street  
Millheim, PA 16854

DATED: December 6, 2000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

ANGELINA M. SMELTZER,  
Plaintiff

v.

SCOTT CONKLIN BUILDERS, INC.  
Defendant

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No. 00 - 1318 - CD

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the within **PRAECIPE FOR ENTRY OF APPEARANCE** was served by depositing the same with the United States Postal Service, postage prepaid, addressed to the following:

James A. Naddeo, Esq.  
211 ½ East Locust Street  
P. O. Box 552  
Clearfield, PA 16830

By: 

James N. Bryant, Esq.  
Attorney for Defendant

DATED: December 6, 2000

FILED

DEC 07 2000

11:32/106  
William A. Shatt  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

ANGELINA M. SMELTZER,  
Plaintiff

v.

SCOTT CONKLIN BUILDERS, INC.  
Defendant

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No. 00 - 1318 - CD

**ANSWER**

Filed on behalf of

**Defendant**

Counsel of Record for this Party:

James N. Bryant, Esq.  
Attorney-At-Law  
PA I.D. 14084

BRYANT & ASSOCIATES, P.C.  
107 East Main Street  
Millheim, PA 16854

(814) 349-5666

**FILED**

DEC 13 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

ANGELINA M. SMELTZER,  
Plaintiff

v.

SCOTT CONKLIN BUILDERS, INC.  
Defendant

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No. 00 - 1318 - CD

**ANSWER**

AND NOW, comes the Defendant, Scott Conklin Builders, Inc. by and through his attorney, James N. Bryant, Esq., of Bryant & Associates, P.C. and files this Answer and avers as follows:

1. Admitted.

2. Admitted.

3. Admitted.

4. Admitted.

5. Admitted.

6. After a reasonable investigation, the Defendant is without knowledge or information sufficient to form a belief as to the allegations contained in this paragraph and therefore denies same and demands strict proof at the time of trial.

7. After a reasonable investigation, the Defendant is without knowledge or information sufficient to form a belief as to the allegations contained in this paragraph and therefore denies same and demands strict proof at the time of trial.

**Count I - Breach of Contract - Unworkmanlike Performance**

8. No answer is required.

9. After a reasonable investigation, the Defendant is without knowledge or information sufficient to form a belief as to the allegations contained in this paragraph and therefore denies same and demands strict proof at the time of trial.

10. Denied as stated.

(a) On the contrary, the Defendant at the request of Plaintiff has replaced the roof and totally resolved the problem mentioned in (a).

(b) Denied as stated. On the contrary, the concrete is poured up and over an expansion joint and the cracks, if any, are at the expansion joint, are cosmetic in nature, and do not affect the structural integrity of the building.

(c) Denied as stated. On the contrary, the Plaintiff was always advised that the doors and windows and the "sun porch" was not a four-season building and that it should be attempted to be used as a four-season building, except for special occasions. The fact that the doors and windows are not level would not affect the fact that the windows will frost up because it is not a four-season building and there are no storm windows.

(d) Denied as stated. On the contrary, the materials used are those specified by the Plaintiff and have for years passed without objections in the trade.

11. After a reasonable investigation, the Defendant is without knowledge or information sufficient to form a belief as to the allegations contained in this paragraph and therefore denies same and demands strict proof at the time of trial.

### **Count II - Breach of Contract - Express Guarantee**

12. No answer is required.

13. Denied as stated. On the contrary, the Defendant told Plaintiff that the sun porch would be a lovely addition to her building, and further in no way represented that it would in

any way handle surface or ground water. Plaintiff was further advised that the sun porch could be opened on special occasions, but was not a year around room. In fact, the name sun porch implies it is only for times when there is sun. The Plaintiff understood this and could not afford a more expensive year around room.

14. Denied as stated. On the contrary, a review of the contract will indicate that the deck was to be six (6) foot by eleven (11) foot.

15. It is assumed the Plaintiff relied on the expertise of the Defendant.

16. Admitted.

17. Admitted.

18. Defendant admits in part and denied in part the various allegations of this paragraph as follows:

(a) Admitted. By way of further answer and defense it should be an examination of the contract reveals that the eleven (11) in on the original contract above the seventeen (17) which is crossed out.

(b) After a reasonable investigation, the Plaintiff/Defendant is without knowledge or information sufficient to form a belief as to the allegations contained in this paragraph and therefore denies same and demands strict proof at the time of trial.

(c) The sun porch can be heated, however it is not designed to be heated, it was never warranted as a year around building.

(d) Denied as stated. On the contrary, it is denied that the windows are not level and it is further denied that even if they were not level that this would not in any way allow cold air into the sun porch.

(e) After a reasonable investigation, the Defendant is without knowledge or information sufficient to form a belief as to the allegations contained in this paragraph and therefore denies same and demands strict proof at the time of trial.

(f) It is admitted this might happen. By way of further answer and defense it is averred that this is the nature of a three season room which peoples put heat in on the fourth season. It is not double walled, nor does it have the vapor bearing windows, and it should in fact freeze up during cold weather.

19. Denied as a conclusion of law.

20. Denied as a conclusion of law.

**Count III - Breach of Contract - Implied Warrant of Merchantability and fitness for a Particular Purpose**

21. No answer is required.

22. Admitted.

23. Denied for the reasons set forth in previous paragraphs.

24. Admitted.

25. Denied as a conclusion of law.

WHEREFORE, Defendant requests the Complaint be dismissed.

BRYANT & ASSOCIATES, P.C.

By: 

James N. Bryant, Esq.  
Attorney for Defendant  
Attorney ID No. 14084  
107 East Main Street  
Millheim, PA 16854

I verify that the statements made in the foregoing are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. 4904, relating to unsworn falsification to authorities.

Scott Calkins

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

ANGELINA M. SMELTZER,  
Plaintiff

iii.

SCOTT CONKLIN BUILDERS, INC.  
Defendant

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No. 00 - 1318 - CD

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the within ANSWER was served by depositing  
the same with the United States Postal Service, postage prepaid, addressed to the following:

James A. Naddeo, Esq.  
211 ½ East Locust Street  
P. O. Box 552  
Clearfield, PA 16830

By: \_\_\_\_\_



James N. Bryant, Esq.  
Attorney for Defendant

DATED: December 12, 2000

FILED

DEC 13 2000

MASS/10CC

William A. Simon  
Prothonotary

*[Signature]*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ANGELINA M. SMELTZER,  
Plaintiff,

v.

SCOTT CONKLIN BUILDERS, INC.,  
Defendant.

No. 00-1318-CD

Type of Pleading:

Praecipe to Place on  
Arbitration List

Filed on behalf of:  
Plaintiff

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. #06820

211 1/2 E. Locust Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED**

FEB 05 2001

**William A. Shaw**  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ANGELINA M. SMELTZER,  
Plaintiff,

v.

SCOTT CONKLIN BUILDERS, INC.,  
Defendant.

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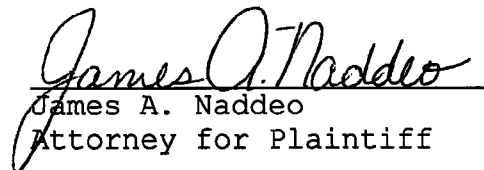
No. 00-1318-CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Praecipe to Place on Arbitration List in the above-captioned action was served on the following persons and in the following manner on the 5th day of February, 2001:

First-Class Mail, Postage Prepaid

James N. Bryant, Esquire  
Bryant & Associates, PC  
107 East Main Street  
Millheim, PA 16854

  
James A. Naddeo  
Attorney for Plaintiff

9411

013445-200

10/10/10

Conc'd) CC to file

942



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET, SUITE 228  
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-~~6689~~ 7649

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

March 1, 2001

James A. Naddeo, Esquire  
Attorney at Law  
Post Office Box 552  
Clearfield, PA 16830

James N. Bryant, Esquire  
Bryant & Associates, P.C.  
107 East Main Street  
Millheim, PA 16854

RE: ANGELINA M. SMELTZER  
vs.  
SCOTT CONKLIN BUILDERS, INC.  
No. 00-1318-CD

**FILED**

MAR 12 2001

William A. Shaw  
Prothonotary

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held **Thursday, May 24, 2001.** The following have been appointed to the Board of Arbitrators:

William C. Kriner, Esquire  
R. Denning Gearhart, Esquire  
Paul E. Cherry, Esquire  
Blaise Ferraraccio, Esquire  
Jeffrey S. DuBois, Esquire

If you wish to strike an Arbitrator, you must notify the undersigned within seven (7) days from the date of this letter the name you wish stricken from the list.

You will be notified at a later date the exact time of the Arbitration Hearing.

Very truly yours,

*Marcy Kelley*  
Marcy Kelley  
Deputy Court Administrator



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET STREET, SUITE 228  
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-~~0009~~ 7449

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

March 12, 2001

James A. Naddeo, Esquire  
Attorney at Law  
Post Office Box 552  
Clearfield, PA 16830

James N. Bryant, Esquire  
Bryant & Associates, P.C.  
107 East Main Street  
Millheim, PA 16854

RE: ANGELINA M. SMELTZER  
vs.  
SCOTT CONKLIN BUILDERS, INC.  
No. 00-1318-CD

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held **Thursday, May 24, 2001 at 8:30 A.M.** The following have been appointed as Arbitrators:

William C. Kriner, Esquire, Chairman  
R. Denning Gearhart, Esquire  
Paul E. Cherry, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and the Board of Arbitrators. For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

Very truly yours,

*Marcy Kelley*  
Marcy Kelley  
Deputy Court Administrator

cc: William C. Kriner, Esquire  
R. Denning Gearhart, Esquire  
Paul E. Cherry, Esquire

01/20/2001  
MAR 12 2001  
William A. Shary  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA  
CIVIL ACTION

ANGELINE M. SMELTZER,  
Plaintiff

v.

SCOTT CONKLIN BUILDERS, INC.,  
Defendant

No. 00-1318-CD

**DEFENDANT'S PRE-TRIAL (ARBITRATION) MEMORANDUM**

**STATEMENT OF FACTS**

The present case involves the result of an addition filed by the homeowner. The homeowner had a 11 foot by 6 foot room addition, for a three season room. The homeowner evidently feels that the room should have been larger, notwithstanding her contract and that there were a number of defects in the construction. A 15 foot by 16 foot room addition with an 11 foot by X 6 foot deck. She is not happy and nothing the builder can do will make her happy.

**CITATION TO APPLICABLE CASE OR STATUES**

NONE

**WITNESSES**

1. Scott Conklin

  
BRYANT & ASSOCIATES, P.C.

**FILED**

**MAY 16 2001**

**William A. Shaw**  
**Prothonotary**

By: \_\_\_\_\_

James N. Bryant, Esq.  
Attorney ID No. 14084  
Attorney for Defendant  
107 East Main Street  
Millheim, PA 16854  
814-349-5666

IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSYLVANIA  
CIVIL ACTION

ANGELINE M. SMELTZER,  
Plaintiff

v.

SCOTT CONKLIN BUILDERS, INC.,  
Defendant

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No. 00-1318-CD

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the within **DEFENDANT'S PRE-TRIAL**  
**(ARBITRATION) MEMORANDUM** was served by depositing the same with the United States  
Postal Service, postage prepaid, addressed to the following:

James A. Naddeo, Esq.  
211 ½ East Locust Street  
P. O. Box 552  
Clearfield, PA 16830

William C. Kriner, Esq.  
31 North Third Street  
P. O. Box 1425  
Clearfield, PA 16830

R. Denning Gearhart, Esq.  
215 East Locust Street  
Clearfield, PA 16830

Paul E. Cherry, Esq.  
23 East Park Avenue  
DuBois, PA 15801

By: \_\_\_\_\_

James N. Bryant, Esq.  
Attorney for Defendant

DATED: May 15, 2001

**FILED**

MAY 16 2001

11:35/10 CC

William A. Shaw  
Prothonotary

*WAS*

**JAMES A. NADDEO**  
ATTORNEY AT LAW  
211½ EAST LOCUST STREET  
MARINO BUILDING  
P.O. BOX 552  
CLEARFIELD, PENNSYLVANIA 16830

ASSOCIATE  
LINDA C. LEWIS

TELEPHONE  
(814) 765-1601  
TELECOPIER  
(814) 765-8142

May 16, 2001

Marcy Kelley  
Deputy Court Administrator  
Clearfield County Court House  
Clearfield, PA 16830

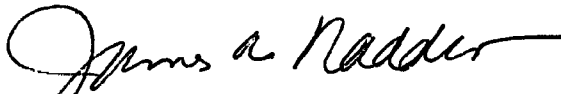
Hand Delivered

RE: Smeltzer v. Conklin Builders  
No. 00-1318-CD

Dear Ms. Kelley:

Enclosed is Plaintiff's Pre-Trial Memorandum for the  
Arbitration scheduled for May 24, 2001.

Sincerely,

  
James A. Naddeo

JAN/lcl

Cc: James N. Bryant, Esq.  
William C. Kriner, Esq.  
R. Denning Gearhart, Esq.  
Paul E. Cherry, Esq.

Enclosure

**RECEIVED**

**MAY 16 2001**

**COURT ADMINISTRATOR'S  
OFFICE.**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ANGELINA M. SMELTZER,  
Plaintiff,

v.

SCOTT CONKLIN BUILDERS, INC.,  
Defendant.

No. 00-1318-CD

Type of Pleading:

Pre-Trial Memorandum

Filed on behalf of:  
Plaintiff

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. #06820

211 1/2 E. Locust Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**RECEIVED**

**MAY 16 2001**

COURT ADMINISTRATOR'S  
OFFICE

*[Signature]*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ANGELINA M. SMELTZER,  
Plaintiff,

v.

SCOTT CONKLIN BUILDERS, INC.,  
Defendant.

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\* No. 00-1318-CD  
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PRE-TRIAL MEMORANDUM

I. Brief Statement of Case.

On or about May 28, 1998, Plaintiff and Defendant entered into a written contract for the construction of a sun porch, wood deck, and roof panel from Plaintiff's home to her garage. The Defendant performed supplied materials and labor for the construction. The structure constructed by Defendant leaks causing water to enter the enclosed porch and basement. The doors and windows installed on the project are not level allowing cold air into the porch area and frosting up the inside of the windows. Also, the construction was not the required length as indicated in the contract. The Plaintiff has requested the Defendant to repair the defects but it has failed to do so.

II. Case Law and Statutes.

Defendant has admitted in its pleadings that this transaction is subject to the Pennsylvania Uniform Commercial

Code. The contract contains no disclaimer of the warranties of merchantability or fitness for a purpose. 13 Pa. C.S.A. § 2314(b)(a) and (3) applies to this case.

III. Witnesses.

Angelina M. Smeltzer.

Joseph Kane, Conservco, Inc.

Sandra Simler

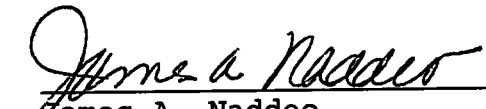
IV. Damages.

\$14,800.00. Report of Joseph Kane attached.

V. Exhibits.

- A. Photographs of construction.
- B. Photographs of water leaking.
- C. Videotape of leaking water.

Respectfully submitted,

  
James A. Naddeo  
Attorney for Plaintiff

# CONSERVCO

GENERAL CONTRACTORS

MAILING ADDRESS  
805 SOUTH SECOND STREET  
CLEARFIELD, PA. 16830

OFFICE ADDRESS  
ONE WASHINGTON AVENUE  
HYDE, PA. 16843

J. F. KANE  
R. HELSEL  
(814) 765-8725  
FAX: (814) 765-2380

SEP 13 1999

August 8, 1999

Mr. James Naddeo  
211 1/2 Locust Street  
Clearfield, PA.  
16830

Re: Smeltzer

Dear Jim;

Per your request we visited the home of Mrs. Smeltzer with an eye towards appraising the construction techniques used in the erection of her sun porch. Following is our report

## PROJECT

The work involved constructing a wood deck on the rear of the home then adding a pre fab porch enclosure constructed of insulated aluminum panels. The unit has a bank of sliding glass windows and two exterior aluminum doors. Also included in the project was a concrete approach to the new room, a canopy leading from the existing house to the existing garage, and a small wood deck.

## COMPLAINTS OF MRS. SMELTZER

1. The structure leaks at the juncture of the new roof line with the existing
2. The basement continues to get water
3. The room can not be heated
4. The windows frost over in cold weather
5. The concrete is cracking
6. Doors and windows are out of level

# CONSERVCO

## GENERAL CONTRACTORS

MAILING ADDRESS  
805 SOUTH SECOND STREET  
CLEARFIELD, PA. 16830

OFFICE ADDRESS  
ONE WASHINGTON AVENUE  
HYDE, PA. 16843

J. F. KANE  
R. HELSEL  
(814) 765-6725  
FAX: (814) 765-2380

### RESPONSE TO COMPLAINTS

1. The existing home has a roof pitch of approximately 3 over 12. The new roof has a pitch of less than 1 over 12. The new roof panels were butted against the existing fascia board then one layer of what appears to be 90 pound felt paper was slipped under the existing roof shingles and glued over the new aluminum roof panels. At the gable end of the roof a piece of 8 inch rubber was glued to the fascia and panels. This installation is one of the worst I have ever seen. It will always leak and as the materials age it will grow progressively worse. There should be a serious concern as to the structural design of the new roof. A snow / ice load of any magnitude will collapse this roof.

2. The home sits on the downhill side of the property. It will always have water. If this new porch was sold as a cure for the water problem it was a complete misrepresentation.

3. The room has two small floor grills installed next to the existing building. There is no return air. The large amount of glass area makes heating this space economically impossible.

4. The design of the windows is such that there is no thermal break along the top and bottom track. Given the amount of windows this multiplies into the equivalent of having a windows open two inches in the dead of winter. This fact in combination with poor heat and high moisture results in the frost condition.

5. The concrete walks were poured tight to both buildings with no expansion materials. It had to crack. The concrete was overfinished resulting in a inferior appearance. Eventually the top will flack off. Freezing water will get into the cracks and heave the sidewalk.

# CONSERVCO

## GENERAL CONTRACTORS

MAILING ADDRESS  
805 SOUTH SECOND STREET  
CLEARFIELD, PA. 16830

OFFICE ADDRESS  
ONE WASHINGTON AVENUE  
HYDE, PA. 16843

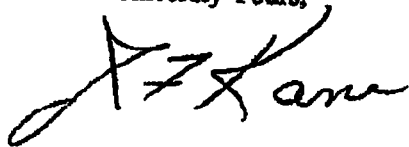
J. F. KANE  
R. HELSEL  
(814) 765-8725  
FAX: (814) 765-2380

6. It would appear that the whole structure is settling resulting in the doors and windows now being out of level. This condition will continue to worsen with frost / thaw cycles.

The materials used on this project where low end. In reading the contract the homeowner signed there is no indication of the quality of materials. The workmanship is as inferior as I have seen. It should be noted that included in the contract was the construction of a wood deck to be six feet wide by seventeen feet long. The actual deck is 6' x 11'

The remedy to this project is to remove all the work and start over.

Sincerely Yours,



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ANGELINA M. SMELTZER,  
Plaintiff,

v.

SCOTT CONKLIN BUILDERS, INC.,  
Defendant.

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\*  
\* No. 00-1318-CD  
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\*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Plaintiff's Pre-Trial Memorandum filed in the above-captioned action was served on the following persons and in the following manner on the 16th day of May, 2001:

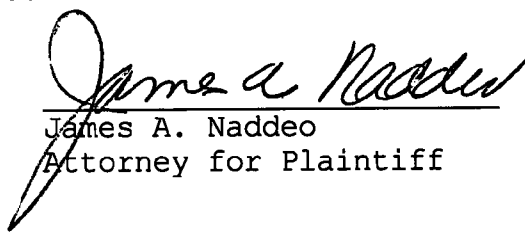
First-Class Mail, Postage Prepaid

James N. Bryant, Esquire  
Bryant & Associates, PC  
107 East Main Street  
Millheim, PA 16854

William C. Kriner, Esquire  
31 North Third Street  
Clearfield, PA 16830

R. Denning Gearhart, Esquire  
215 East Locust Street  
Clearfield, PA 16830

Paul E. Cherry, Esquire  
23 East Park Avenue  
DuBois, PA 15801

  
James A. Naddeo  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Angelina M. Smeltzer

Vs.

No. 2000-01318-CD

Scott Conklin Builders, Inc.

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 24th day of May, 2001, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

William C. Kriner, Esq.

R. Denning Gearhart, Esq.

Paul E. Cherry, Esq.

Chairman

Sworn to and subscribed before me this  
May 24, 2001

Prothonotary

MAY 24 2001

William A. Shaw  
Prothonotary

AWARD OF ARBITRATORS

Now, this 24<sup>th</sup> day of MAY, 2001, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

Award in favor of the Plaintiff and  
against Defendant in the amount of  
\$5600.00 without interest. The Panel specifically  
finds this case does  
not fall within the  
U.C.C.

Chairman

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 24<sup>th</sup> day of May, 2001, I hereby certify that the above award was entered of record this date in the proper docket and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

Prothonotary

By

10

01/11/34

1000

NO CC

Notice to

Atty Bryant

Notice to

Atty Maddis

COPY

Angelina M. Smeltzer

Vs.

Scott Conklin Builders, Inc.

: IN THE COURT OF COMMON PLEAS  
: OF CLEARFIELD COUNTY  
: No. 2000-01318-CD  
:

NOTICE OF AWARD

TO: JAMES N. BRYANT

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on May 24, 2001 and have awarded:

Award in favor of the Plaintiff and against Defendant in the amount of \$5,600.00 without interest. The panel specifically finds this case does not fall within the U.C.C.

William A. Shaw

Prothonotary

By \_\_\_\_\_

May 24, 2001

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

COPY

Angelina M. Smeltzer

Vs.

Scott Conklin Builders, Inc.

: IN THE COURT OF COMMON PLEAS  
: OF CLEARFIELD COUNTY  
: No. 2000-01318-CD  
:

NOTICE OF AWARD

TO: JAMES A. NADDEO

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on May 24, 2001 and have awarded:

Award in favor of the Plaintiff and against Defendant in the amount of \$5,600.00 without interest. The panel specifically finds this case does not fall within the U.C.C.

William A. Shaw

Prothonotary

By \_\_\_\_\_

May 24, 2001

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ANGELINA M. SMELTZER,  
Plaintiff,

v.

SCOTT CONKLIN  
BUILDERS, INC.,  
Defendant.

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No. 00 - 1318 - CD

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Type of Pleading:

Praecipe to Enter  
Judgment on Award  
of Arbitrators

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\*

Filed on behalf of:  
Plaintiff

\*  
\*  
\*  
\*

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. 06820

\*  
\*  
\*  
\*

211 1/2 E. Locust Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED**

JUN 2 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ANGELINA M. SMELTZER,  
Plaintiff,

v.

SCOTT CONKLIN  
BUILDERS, INC.,  
Defendant.

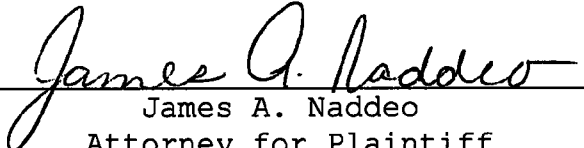
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No. 00 - 1318 - CD

**PRAECIPE TO ENTER JUDGMENT ON AWARD OF ARBITRATORS**

TO THE PROTHONOTARY:

Please enter judgment for Plaintiff, Angelina M. Smeltzer, and against Defendant, Scott Conklin Builders, Inc., in the amount of \$5,600.00 in accordance with the Arbitration Award filed on May 24, 2001, a copy of which is attached hereto, with interest from date of judgment.

  
James A. Naddeo  
Attorney for Plaintiff

Angelina M. Smeltzer

Vs.

Scott Conklin Builders, Inc.

: IN THE COURT OF COMMON PLEAS  
: OF CLEARFIELD COUNTY  
: No. 2000-01318-CD  
:

MAY 25 2001

NOTICE OF AWARD

TO: JAMES A. NADDEO

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on May 24, 2001 and have awarded:

Award in favor of the Plaintiff and against Defendant in the amount of \$5,600.00 without interest. The panel specifically finds this case does not fall within the U.C.C.

William A. Shaw

Prothonotary

By

May 24, 2001

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ANGELINA M. SMELTZER,  
Plaintiff,

v.

SCOTT CONKLIN  
BUILDERS, INC.,  
Defendant.

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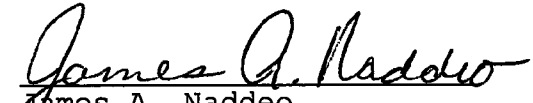
No. 00 - 1318 - CD

**CERTIFICATE OF SERVICE**

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Praecipe to Enter Judgment on Award of Arbitrators filed in the above-captioned action was served on the following persons and in the following manner on the 26th day of June, 2001:

First-Class Mail, Postage Prepaid

James N. Bryant, Esquire  
Bryant & Associates, PC  
107 East Main Street  
Millheim, PA 16854

  
James A. Naddeo  
Attorney for Plaintiff

FILED

2001

3-28/12 c ally / laddes

William A. Shaw

Prothonotary

ally / laddes

pd 530.00

~~800~~

Writ. to Dy.

Statement to ally.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ANGELINA M. SMELTZER,  
Plaintiff,

v.

SCOTT CONKLIN  
BUILDERS, INC.,  
Defendant.

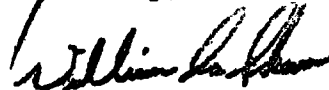
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No. 00 - 1318 - CD

COPY

Notice is given that a JUDGMENT in the above-captioned matter has been entered against you in the amount of \$5,600.00 plus interest from the date of this Judgment.

Prothonotary,



William A. Shaw

Date: June 26, 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

Angelina M. Smeltzer  
Plaintiff(s)

No.: 2000-01318-CD

Real Debt: \$5,600.00

Atty's Comm:

Vs.

Costs: \$

Int. From:

Scott Conklin Builders, Inc.  
Defendant(s)

Entry: \$20.00

Instrument: Judgment/Arbitration Award

Date of Entry: June 26, 2001

Expires: June 26, 2006

Certified from the record this 26th of June, 2001

  
\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment, Debt,  
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ANGELINA M. SMELTZER,  
Plaintiff,

v.

SCOTT CONKLIN BUILDERS, INC.,  
Defendant.

No. 00-1318-CD

Type of Pleading:

Praecipe to Satisfy  
Judgement

Filed on behalf of:  
Plaintiff

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. #06820

211 1/2 E. Locust Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED**

SEP 07 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ANGELINA M. SMELTZER,  
Plaintiff,

v.

SCOTT CONKLIN BUILDERS, INC.,  
Defendant.

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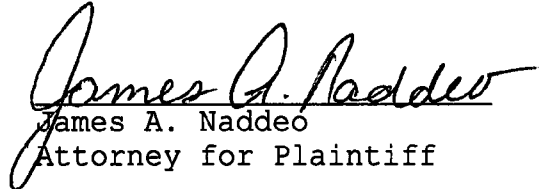
No. 00-1318-CD

**CERTIFICATE OF SERVICE**

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Praecipe to Satisfy Judgement filed in the above-captioned action was served on the following persons and in the following manner on the 7th day of September, 2001:

First-Class Mail, Postage Prepaid

James N. Bryant, Esquire  
Bryant & Associates, PC  
107 East Main Street  
Millheim, PA 16854

  
James A. Naddeo  
Attorney for Plaintiff

FILED

SEP 07 2001

0330 Atty Naddeo  
William A. Shaw  
Prothonotary

pd \$7.00

Conf. Secs

to atty 9/14

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA**

**CIVIL DIVISION**

**CERTIFICATE OF SATISFACTION OF JUDGMENT**

Angelina M. Smeltzer

No.: 2000-01318-CD

Vs.

Debt: \$5,600.00

Scott Conklin Builders, Inc.

Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Friday, September 07, 2001 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 7th day of September, A.D. 2001.

\_\_\_\_\_  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ANGELINA M. SMELTZER,  
Plaintiff,

v.

SCOTT CONKLIN BUILDERS, INC.,  
Defendant.

No. 00-1318-CD

Type of Pleading:

Praecipe to Satisfy  
Judgement

Filed on behalf of:  
Plaintiff

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. #06820

211 1/2 E. Locust Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED**

SEP 07 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ANGELINA M. SMELTZER,  
Plaintiff,

v.

SCOTT CONKLIN BUILDERS, INC.,  
Defendant.

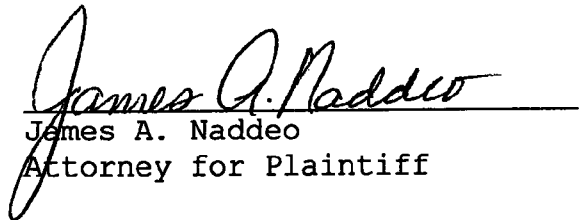
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No. 00-1318-CD

**PRACEIPE TO SATISFY JUDGEMENT**

TO THE PROTHONOTARY:

Please mark the above-captioned Judgment satisfied  
and discontinued.

  
James A. Naddeo  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

ANGELINA M. SMELTZER,  
Plaintiff,

v.

SCOTT CONKLIN BUILDERS, INC.,  
Defendant.

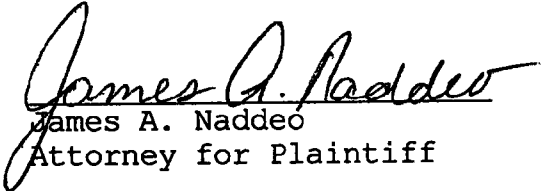
\*  
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\* No. 00-1318-CD  
\*  
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\*

**CERTIFICATE OF SERVICE**

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Praecipe to Satisfy Judgement filed in the above-captioned action was served on the following persons and in the following manner on the 7th day of September, 2001:

**First-Class Mail, Postage Prepaid**

James N. Bryant, Esquire  
Bryant & Associates, PC  
107 East Main Street  
Millheim, PA 16854

  
James A. Naddeo  
Attorney for Plaintiff

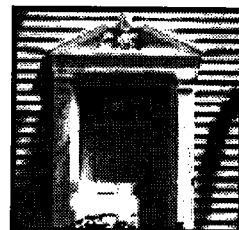
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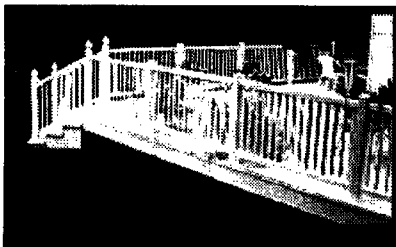
VINYL SIDING

# SCOTT CONKLIN BUILDERS, INC.

Visit our office showroom  
RT. 350 S - TYRONE PIKE  
PHILIPSBURG, PA 16866  
PHONE: (814) 342-4685  
TOLL FREE: 1-800-723-8753

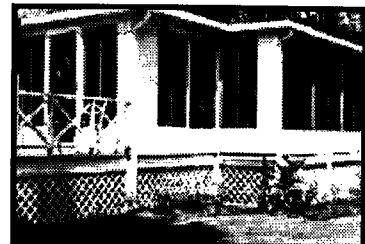


ENTRY DOORS



VINYL DECKING & RAILINGS

SIDING **WINDOWS** DOORS  
3 & 4 SEASON  
DECKS **ENCLOSURES** FENCING



GLASS ROOM ENCLOSURES

TO Mrs. Angelina Smeltzer DATE 5-21-98  
(PURCHASER)  
R.R. 2 Box 189  
(NO. & STREET)  
Morrisdale PA 16855 (HOME PHONE) 345-5327  
(CITY & STATE) (ZIP) (WORK PHONE)

We hereby submit specifications and estimates for:

Home Renovation

Work to include: add gbs

Install white Clearview Room 14x16 with 4x6 entry -  
sliding windows with screens - 4" Insulated roof - Treated lumber  
Floor with 3/4" Treated Plywood floor - Roof panel from Porch to  
Garage - Pour concrete from Garage to house approx. 20x9.  
Install 6x11 Deck with Roof 6x11 at end of room. Treated lumber Floor.  
Install 12x18 Concrete pad from Porch to end of home. Clearview  
To have 1/8" Insulated glass

Price includes Material, Tax, Labor

PLAINTIFF'S  
EXHIBIT

1

PROPOSED BY:

Scott Conklin

IT IS FURTHER UNDERSTOOD THAT:

- (A) The Contractor is hereby authorized to make all such openings as are necessary for the fulfillment of this agreement and will close all such openings in a neat and workmanlike manner. Closing and patching afterwards may leave visible traces. The Contractor cannot guarantee to match perfectly the color of the old materials.
- (B) The Contractor is not responsible for cracks in plaster caused by normal setting or loosening of crack fillers.
- (C) The Contractor is not responsible for discontinued brands, styles or colors. All materials used to be from contractors samples.
- (D) If wood window or door frames or roof sheeting is rotten, additional expense will be billed upon completion.
- (E) The Contractor is not responsible for painting or staining unless otherwise specified.
- (F) The Contractor is not responsible for any defects on the products, windows or screens other than what the manufacturer stipulates.
- (G) It is the customers responsibility to obtain all necessary building permits.
- (H) The Contractor is not responsible for any landscaping or turf replacement due to normal construction procedures.
- (I) Permission to use name and/or photos for marketing purpose ☒ yes ☐ no
- (J) Permission to put job sign in yard ☒ yes ☐ no

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Scott Conklin Builders, Inc., reserve the right to substitute similar or greater quality materials. Scott Conklin Builders, Inc. will guarantee workmanship for 2 years from the date of contract. Service calls are billed at \$35.00 for the first hour and \$20.00 per hour after that plus parts not covered by the manufacturer. Jobs are usually scheduled 5-6 weeks from the date of deposit (may vary). All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

CONTRACT TOTAL

\$14,800.00

Payment to be made as follows:

DEPOSIT

\$5000.00 Deposit  
\$5,000 upon start

BALANCE DUE

\$9,800.00

(Full balance is due on the day of completion. A service charge will be added to any balance not received within one week from completion.)

NOTE: This proposal may be withdrawn by us if not accepted within 45 days.

ACCEPTANCE OF PROPOSAL: I have read the above proposal. The prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Angelina M. Smeltzer

Date

5-28-98

Si

"You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right."

# STORM DOORS ONLY

**(Only Doors Designated Available With Tempered Glass)**

**To: MAHONING VALLEY ALUMINUM PRODUCTS**

**3201 Vestal Road • Youngstown, Ohio 44509**

**(216) 799-7081 • FAX 799-7909**

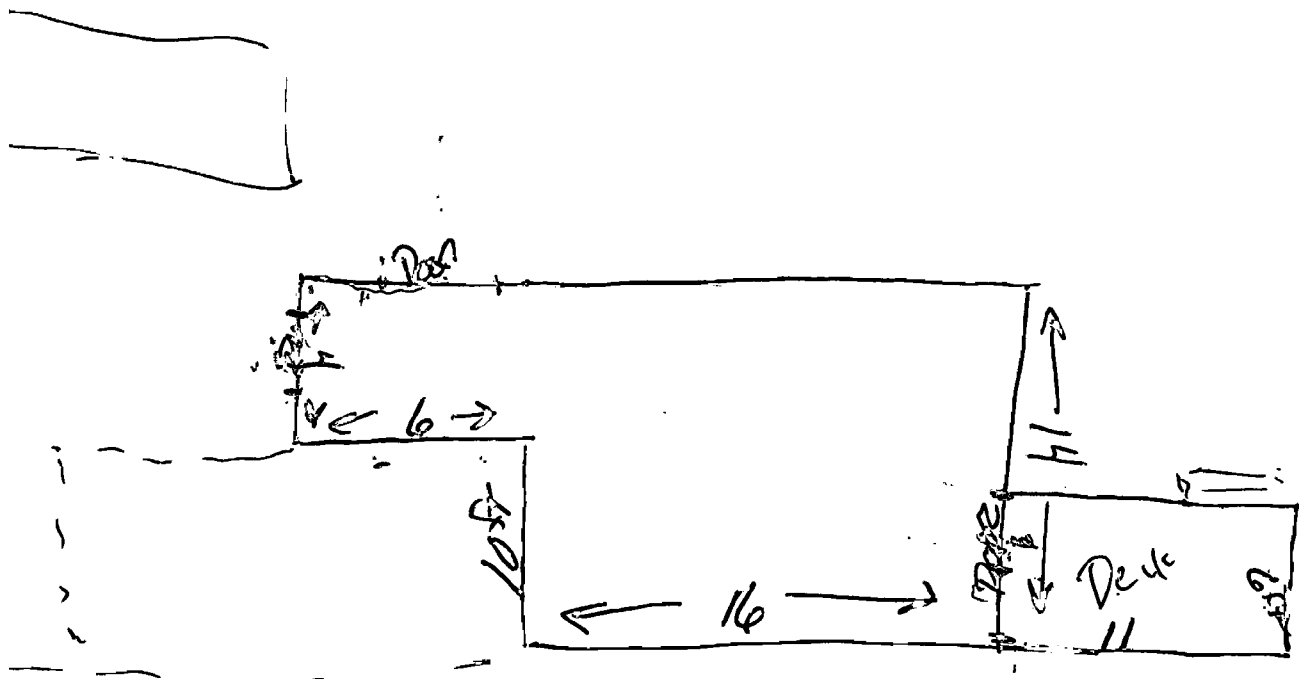
**From** \_\_\_\_\_

Yard \_\_\_\_\_

Date \_\_\_\_\_ 19\_\_\_\_

P.O. Number \_\_\_\_\_

[illegible]



4 ft X 18 ft Roof Panel  
 18 ft C Beam  
 8 ft 6" C Beam